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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 22nd January, 2026

No. 596636-HII(2)-2025/921.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **51/2023 dated 16.12.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

MUKESH KUMAR S/O SH. MULKH RAJ R/O #212, KAJHERI, CHANDIGARH. (WORKMAN)

AND

M/S HARBIR AUTOMOBILES PVT. LTD., THROUGH ITS DIRECTORS, PLOT NO. 182/84, INDUSTRIAL AREA, PHASE - I, CHANDIGARH THROUGH ITS MANAGING DIRECTOR / OCCUPIER & MANAGER. (MANAGEMENT)

AWARD

1. Workman Mukesh Kumar has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman filed the statement of claim submitting that he was appointed by the respondent-management w.e.f. 11.05.2015 as Store Boy / Parts Assistant with the monthly wages of ` 16,500/- and his last drawn monthly wages were ` 25,300/-. It is stated that he had continuously worked up to 12.03.2022 since the year 2015. It is stated that he successfully performed his allotted duties as per the instructions of the management and there was no complaint against his job & conduct. He was working directly under the control & supervision of M/s Harbir Automobiles Pvt. Ltd., Plot No.182/84, Industrial Area, Phase - I, Chandigarh. It is submitted that the management has various workshops in Chandigarh &Panchkula and as per the suitability of the management, the workman was verbally shifted to different workshops without any break in service. The management obtained his signatures on blank papers or on printed performa during service for office use. The management started harassing him but he did not react against malafide intention of the respondent-management. Since the workman has to provide the basic needs to his family, therefore, his services were very much important for survival of the family However, the management terminated his services

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verbally on 13.03.2022 without any prior notice to him. It is stated that he approached the management but the management did not give any reason for the termination and behaviour of the management showed malafide intention and the same has been in violation of principles of natural justice. The workman submitted that he was neither issued any memo, charge sheet nor any inquiry was conducted before the termination. He had requested concerned officer number of times to take him back on duty but the management did not hear his genuine request. The juniors to him are still in service. The management has violated Section 25G& 25H of the ID Act. Besides that, there is violation of Section 25F of the ID Act. It is stated that the workman was never provided or allowed wages as per his entitlement. It is prayed that the respondent-management may be directed to reinstate him with continuity of service and full back wages along with consequential benefits as the Court may deem fit.

3. The respondent-management filed written reply to the said statement of claim taking preliminary objections inter alia on the grounds of maintainability of statement claim. It is submitted that the workman joined the answering respondent-management as Store Boy / Parts Assistant w.e.f. 11.05.2015 with monthly salary of ` 16,500/- per month and his last drawn salary is ` 25,300/-. He had worked with the answering respondent-management till 12.03.2022. He had abandoned the service without informing his superiors. The respondent-management marked his absence for several days but he never came present after 12.03.2022 rather issued a demand notice dated 06.04.2022 which was received through the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh wherein he demanded his reinstatement. The respondent-management sent a letter on 16.04.2022 to the workman and at the offset denied terminating him and asked him to join back but the workman has ignored the letters sent by him and chose to proceed with his claim before the Assistant Labour Commissioner, Chandigarh. The workman was never interested in joining back the service. It is submitted that the loss of back wages, if any was the outcome of the conduct of the workman and it cannot be attributed to the act of the employer. Remaining averments were denied and a prayer was made for dismissal of the claim statement.

4. The workman filed replication to the written statement filed by the respondent-management wherein he reiterated the contents of the claim statement and denied the averments made by the management in the written statement.

5. From the pleadings of the parties, following issues were framed vide order dated 14.12.2023 :-

1. Whether the termination of the service of workman is illegal ? If so, to what effect and what relief he is entitled to ? OPW
2. Whether the claim statement is not maintainable ? OPM
3. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman himself appeared as AW1 and tendered in evidence his duly sworn affidavit Exhibit 'AW1/A'. Thereafter, Learned Representative for the workman tendered in evidence documents :-

Failure report bearing Memo No.764 dated 14.03.2023 of the Assistant Labour Commissioner, U.T. Chandigarh	**Exhibit 'W1'**
Self-attested copy of identity card of workman	**Exhibit 'W2'**
Counter comments dated 09.12.2022 on behalf of the workman filed before the Assistant Labour Commissioner-cum-Conciliation Officer, Chandigarh	**Exhibit 'W3'**

and closed evidence on behalf of the workman in affirmative.

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8. In evidence of the management, Neha Verma - Authorised Representative of the management appeared as MW1 and tendered her duly sworn-in affidavit Exhibit 'MW1/A'. She also tendered in evidence documents :-

Online generated copy of attendance record of workman for the month of March, 2022	**Exhibit 'M1'**
Copy of reply dated 16.04.2022 to the demand notice sent by the management to the workman through registered post vide postal receipt dated 16.04.2022	**Exhibit 'M2'**
Copy of reply dated 23.08.2022 to the demand notice filed by the management before the Assistant Labour Commissioner, Sector 30, Chandigarh	**Exhibit 'M3'**
Copy of reply dated 27.01.2023 to the demand notice filed by the management before the Assistant Labour Commtrialner, Sector 30, Chandigarh	**Exhibit 'M4'**

Thereafter, the Learned Representative for the management closed the evidence.

9. I have heard the arguments addressed by Learned Representative for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No.1

10. The workman is required to prove the said issue.

11. Learned Representative for the workman submitted that the workman has rendered approximately seven years of service to the management with utmost dedication and devotion but the management has verbally terminated his services on 13.03.2022 without any rhyme & reason and complying with principles of natural justice as well as provisions of the ID Act. He prayed for reinstatement of the workman with continuity of service and full back wages.

12. On the other hand, Learned Representative for the management submitted that the workman has failed to resume his duty. He argued that the services of the workman were never terminated by the management rather the workman has left the service of the respondent-management at his own. Prayer was made that the workman was not entitled for his reinstatement, as prayed for.

13. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

14. The workman vide his affidavit Exhibit 'AW1/A' deposed in consonance with the facts as detailed in the claim statement. He deposed that on 11.05.2015, he was appointed by the management as Store Boy / Parts Assistant and he worked up to 12.03.2022 honestly and 13.03.2022, the management had verbally terminated his services without giving any prior notice or reason of termination. He deposed that the management has violated the principles of natural justice as well as the ID Act as juniors to him are still retained by the management.

15. On the other hand, MW1 Neha Verma deposed that the workman remained in employment of the management up to 12.03.2022 after which he has abandoned his service without any prior intimation to

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his superiors for the reason best known to him. The management replied to the demand notice dated 06.04.2022 sent by the workman. Vide letter dated 16.04.2022, the workman was called upon to resume his duties with immediate effect, but the workman despite receipt of the same and by ignoring directions of the management, proceeded with the claim before the Assistant Labour Commissioner, Chandigarh seeking reinstatement. She deposed that the workman has willfully refused to resume his duties. She testified that the workman was never terminated from service by the respondent-management.

16. It transpires from the record that the workman has submitted that he joined with the respondent-management as Store Boy / Parts Assistant w.e.f. 11.05.2015 at a monthly wages of ` 16,500/- and his last drawn monthly salary was ` 25,300/-. This fact has been admitted by the respondent-management in its pleadings. As such, the workman had worked as Store Boy / Parts Assistant with the management w.e.f. 11.05.2015 and he worked till 12.03.2022.

17. The workman has deposed that his services were terminated verbally on 13.03.2022 without giving any prior notice to him. He was not given the proper reason for termination by the management which reflected the malafide intention for terminating his services. On the other hand, MW1 Neha Verma deposed that the workman has abandoned the services at his own without informing his superiors. He never came present after 12.03.2022 and the respondent-management marked his absence for several days but he did not turn up.

18. Admittedly, the workman has approached the Assistant Labour Commissioner-cum-Conciliation Officer and he filed the demand notice dated 06.04.2022 before the Assistant Labour Commissioner-cum-Conciliation Officer against his averred unlawful termination. The notice was sent to the respondent-management through registered post and the respondent-management filed reply to the said demand notice dated 06.04.2022 on 23.08.2022 (Exhibit 'M3'). Perusal of the said reply (Exhibit 'M3') reveals that the respondent-management has stated that the complainant-workman had voluntarily abandoned the services and the responsibility entrusted to him without any sound reason and further the management stated that it had duly responded to the demand notice under Section 2A of the ID Act sent by the workman in which the communication by the management directing the complaint-workman was also sent on 16.04.2022but no reply was ever received which showed that the complainant-workman was not interested in actual joining back his services as originally prayed for in his demand notice. The workman while appearing as AW1 during his cross-examination denied receipt of reply dated 16.04.2022 to the demand notice stating that the address mentioned in the demand notice was of his authorised Representative and he was never intimated that the respondent company has filed reply to the demand notice before the Assistant Labour Commissioner, U.T. Chandigarh and requested him to join back his services.

19. Learned Representative for the workman submitted that the respondent-management had terminated the services of the workman orally and vide Exhibit 'M3' and Exhibit 'M4' they have not offered any reinstatement to the workman. However, Learned Representative for the management submitted that the services of the workman were never terminated by the management and the said fact finds mention in the reply Exhibit 'M3' and Exhibit 'M4' and accordingly there is no mention of offer of reinstatement in their reply to the demand notice Exhibit 'M3' & Exhibit 'M4'. It is the case of the workman that his services were terminated orally by the owner of the management Mr. Harbir Singh on 12.03.2022 when he was called by him in the Office. However, the workman has not examined any person in support of the contention that he was called

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by the owner in the office on 12.03.2022. The workman had stated during his cross-examination that he had moved a written representation to the owner of the management not to terminate his services. However, no such written representation has been brought on record by the workman. Even the receipt of reply dated 16.04.2022 has been denied by the workman during his oral testimony. There is nothingon record to show that the workman had ever approached the management after 12.03.2022 with a request to allow him to resume his duty. The workman had filed demand notice before the Assistant Labour Commissioner-cum-Conciliation Officer but despite offer made by the respondent-management to resume duty, he did not return up for duty and as such the conduct of the workman amounts to voluntarily abandonment of service. Reliance is placed on the case titled as ***Vijay S. Sathaye Versus India Airlines Limited & Others, (2013)10 SSC 253*** wherein it was held, "It is a settled law that an employee cannot be termed as slave, he has right to abandon the service any time voluntarily by submitting his resignation and alternatively, not joining the duty and remaining absent for long. Absence from duty in the beginning may be a misconduct but when the absence is for a very long period, it may amount to voluntarily abandonment of service and in that eventuality, the bonds of service come to an end automatically without requiring any order to be passed by the employer." Further reliance is also placed on another case titled as ***Punjab & Sind Bank Versus Presiding Officer, Central Govt. Industrial Tribunal-cum-Labour Court, CWP No. 8387 of 1999 (O&M) and CWP No. 11349 of 1999 (O&M) decided on 01.05.2025*** by the Hon'ble Panjab & Haryana High Court wherein it was held that abandonment of job by the employee does not require disciplinary proceedings before termination. Long un-authorised absence can be treated as voluntary abandonment of service. The workman has not been able to establish that his services were terminated by the management and as such, he has failed to prove any violation of provisions of the ID Act. Accordingly, this said issue stands decided against the workman and in favour of the management.

Issue No. 2

20. The management is required to prove the said issue. Learned Representative for the management has not pressed the said issue during the course of arguments. As such, the said issue stands decided accordingly.

Relief

21. In view of the aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 16th December, 2025

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 22nd January, 2026

No. 596611-HII(2)-2025/923.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **66/2022 dated 10.12.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SUSHIL SINGH S/O LATE SH. KUNDAN SINGH R/O HOUSE NO. 82, SAINI VIHAR, PHASE - IV, BALTANA, SAS NAGAR (MOHALI) PUNJAB. (WORKMAN)

AND

1. THE DIRECTOR PEC, PUNJAB ENGINEERING COLLEGE, SECTOR 12, CHANDIGARH (MANAGEMENT)

2. THE OFFICIATING CHIEF EXECUTIVE OFFICER, PEC-CENTRE FOR CONSULTANCY IN ENGINEERING, PUNJAB ENGINEERING COLLEGE, SECTOR 12, CHANDIGARH (MANAGEMENT)

AWARD

1. Workman Sushil Singh has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Case of the workman in nutshell is that the workman was appointed as Office Assistant by the management on contractual basis vide appointment letter dated 21.03.2002. His services were being extended by the PEC-CCE from time to time. The workman discharged his duties with utmost honesty, sincerity, full dedication and devotion. He was also covered under the Employee Provident Fund (Misc. Prov.) Act, 1952. The management vide its letter bearing No.PEC/CCE/Cert/2021-171 dated 31.08.2021, has terminated the services of the workman. He was neither offered nor paid any retrenchment compensation. No prior notice was also given. At the time of termination, he was being paid ` 2,40,000/- LPA as CTC (including EPF). The workman was neither issued any show cause notice nor any charge sheet. The persons junior to the workman have been retained in service. The management has violated Section 25F & 25G of the ID Act, principles of natural justice and Article 14, 16 & 21 of the Constitution of India.

3. Management No.1 contested the claim of the workman and filed written statement raising preliminary objections that the appointment of the workman was on contractual basis, which get renewed every year subject to the condition of availability of work. The employment of the workman was subjected to number of events, out of which one was after one year. The relieving order dated 13.03.2021 showed that the workman was relieved from his employment on completion of his contract. Management No.1 & 2 are independent bodies having independent legal identities. Management No. 1 is a Deemed University and management No.2 is registered society registered with the Registrar of Firms and Societies, U.T. Chandigarh. It is stated that the present claim of the workman qua answering management No.1 is liable to be dismissed as the workman was never recruited / appointed by the answering management No.1. Remaining averments of the claim of the workman were also denied.

4. Management No.2 contested the claim of the workman and filed separate written reply submitting that the services of the workman were dispensed with on expiry of the contract period and therefore, case of the answering management stands covered under Section 2(oo)(bb) of the ID Act. The PEC - Centre for

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Consultancy in Engineering is a society registered under the Societies Registration Act and the services of the employees of the Society are governed by the Society Bye-Laws. As the Society was facing non-availability of further work due to financial mis-management of Ex. CEO, the Governing Council of the Society had decided to wind-up the working of PEC - Centre for Consultancy in Engineering w.e.f. 31.03.2021 and thereafter, the services of all the employees of the Society were dispensed with in accordance with the contract agreement and there is no violation of any provision of the ID Act. Sushil Singh was appointed on contractual basis on the post of Software Engineer for a fixed period on a consolidated salary and his last appointment letter was dated 15.03.2021 for a period ending on 31.08.2021 on the consolidated salary of ` 19,688/- per month. Remaining averments of the claim of the workman were also denied and a prayer was made for dismissal of claim statement.

5. The workman filed joint rejoinder to the written replies of management No.1 & 2 wherein he reiterated the contents of the claim statement and opposed the averments made by the managements in their written replies.

6. From the pleadings of the parties, following issues were framed vide order dated 16.09.2024 :-

1. Whether thetermination of the services of the workman is illegal, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no relationship of employer-employee between the management No.1-workman ? OPM (management No.1)
3. Whether the workman has no cause of action ? OPM (management No.1)
4. Whether the claim statement is not maintainable ? OPM (management No.1)
5. Relief.

7. Thereafter, both the parties were called upon to lead their respective evidence.

8. In evidence of the workman, the workman examined himself as AW1 and tendered in evidence his affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

Copy of appointment letter bearing Memo No. PEC-CCE/Apnt/2021-14 dated 15.03.2021	**Exhibit 'W1'**
Copy of experience certificate bearing Memo No. PEC/CCE/Cert/2021-171 dated 31.08.2021	**Exhibit 'W2'**

9. On 24.11.2025, neither the workman nor anyone on his behalf appeared. Thereafter, the case was adjourned to 01.12.2025 for awaiting appearance of the workman. On 01.12.2025, neither the workman nor his Representative appeared before the Court and Shri Subhash Talwar - Proxy Representative for the workman requested for adjournment, which was allowed and the matter was adjourned for today i.e. 10.12.2025. Today, none appeared on behalf of the workman as well as management. It seems that the workman is not interested to pursue the matter and therefore, the present industrial dispute stands disposed off accordingly. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 10th December 2025

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 22nd January, 2026

No. 596615-HII(2)-2025/919.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **65/2022 dated 10.12.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

DR. AMIT CHOPRA S/O SH. KEWAL KRISHAN CHOPRA, R/O FLAT NO.81-C2, GULMOHAR TRENDS, ZIRAKPUR, SAS NAGAR (MOHALI) PUNJAB. (WORKMAN)

AND

1. THE DIRECTOR PEC, PUNJAB ENGINEERING COLLEGE, SECTOR 12, CHANDIGARH (MANAGEMENT)

2. THE OFFICIATING CHIEF EXECUTIVE OFFICER, PEC-CENTRE FOR CONSULTANCY IN ENGINEERING, PUNJAB ENGINEERING COLLEGE, SECTOR 12, CHANDIGARH (MANAGEMENT)

AWARD

1. Workman Dr. Amit Chopra has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. The case of the workman in nutshell is that the workman was appointed as Software Engineer by the management on contractual basis vide appointment letter dated 22.02.2012. His services were being extended by the PEC-CCE from time to time and he was also promoted as Senior Software Engineer. The workman discharged his duties with utmost honesty, sincerity, full dedication and devotion.He was also covered under the Employee Provident Fund (Misc. Prov.) Act, 1952. The management vide its letter bearing No.PEC/CCE/Cert/2021-06 dated 13.03.2021terminated the services of the workman. He was neither offered nor paid any retrenchment compensation. No prior notice was also given. At the time of termination, he was being paid ` 3.62 LPA as CTC (including EPF). The workman was neither issued any show cause notice nor any charge sheet. The persons junior to the workman have been retained in service. The management has violated Section 25F & 25G of the ID Act, principles of natural justice and Article 14, 16 & 21 of the Constitution of India.

3. Management No.1 contested the claim of the workman and filed written statement raising preliminary objections that the appointment of the workman was on contractual basis, which got renewed every year subject to the condition of availability of work. The employment of the workman was subject to number of events, out of which one was after one year. The workman was relieved from his employment on completion of his contract. The management No.1 & 2 are independent bodies having independent legal identities.

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Management No. 1 is a Deemed University and management No.2 is registered society registered with the Registrar of Firms and Societies, U.T. Chandigarh. The present claim of the workman qua answering management No.1 is liable to be dismissed as the workman was never recruited / appointed by the answering management No.1. Remaining averments of the claim of the workman were denied.

4. Management No.2 contested the claim of the workman and filed separate written reply submitting that the services of the workman were dispensed with on expiry of the contract period and therefore, case of the answering management is covered by Section 2(oo)(bb) of the ID Act. The PEC - Centre for Consultancy in Engineering is a society registered under the Societies Registration Act and the services of the employees of the Society are governed by the Society Bye-Laws. As the Society was facing non-availability of further work due to financial mis-management of Ex. CEO, the Governing Council of the Society had decided to windup the working of PEC - Centre for Consultancy in Engineering w.e.f. 31.03.2021 and thereafter, the services of all the employees of the Society were dispensed with in accordance with the contract agreement and there is no violation of any provision of the ID Act. Dr. Amit Chopra was appointed on contract basis on the post of Software Engineer for a fixed period on the consolidated salary and his last appointment letter was dated 13.03.2020 for a period from 14.03.2020 to 13.03.2021 on the consolidated salary of ` 28,463/- per month. At the time of relieving, his salary was ` 30,171/- including all the emoluments. Remaining averments of the claim of the workman were denied and a prayer was made for dismissal of claim statement.

5. The workman filed joint rejoinder to the written replies of management No.1 & 2 wherein he reiterated the contents of the claim statement and opposed the averments made by the managements in their written replies.

6. From the pleadings of the parties, following issues were framed vide order dated 16.09.2024 :-

1. Whether thetermination of the services of the workman is illegal, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether there is no relationship of employer-employee between the management No.1-workman ? OPM (management No.1)
3. Whether the workman has no cause of action ? OPM (management No.1)
4. Whether the claim statement is not maintainable ? OPM (management No.1)
5. Relief.

7. Thereafter, both the parties were called upon to lead their respective evidence.

8. In evidence of the workman, the workman examined himself as AW1 and tendered in evidence his affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

Copy of appointment letter bearing Memo No.PEC-CCE/Apnt/2020-27 dated 13.03.2020	**Exhibit 'W1'**
Copy of relieving certificate bearing Memo No.PEC/CCE/Cert/2021-24 dated 13.03.2021	**Exhibit 'W2'**

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9. On 24.11.2025, neither the workman nor anyone on his behalf had appeared. Thereafter, the case was adjourned to 01.12.2025 for awaiting appearance of the workman. On 01.12.2025, neither the workman nor his Representative appeared before the Court and Shri Subhash Talwar - Proxy Representative for the workman requested for adjournment, which was allowed and the matter was adjourned for today i.e. 10.12.2025. Today, none appeared on behalf of the workman as well as management. It seems that the workman is not interested to pursue the matter and therefore, the present industrial dispute stands disposed off accordingly. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 10th December 2025

(MANISHA JAIN)
UIDNo. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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Secretary Labour,
Chandigarh Administration.

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